UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

UNITED STATES OF AMERICA	§	
	§	
v.	§	**CRIMINAL NO. H-14-210- (2)**
	§	
MARY LOUISE FLORES	§	

PLEA AGREEMENT

The United States of America, by and through Kenneth Magidson, United States Attorney for the Southern District of Texas, and Casey N. MacDonald, Assistant United States Attorney, and the defendant, MARY LOUISE FLORES, and the defendant's counsel, L. Jeth Jones, II, pursuant to Rule 11(c)(1)(A) and 11(c)(1)(B) of the Federal Rules of Criminal Procedure, state that they have entered into an agreement, the terms and conditions of which are as follows:

The Defendant's Agreement

1. The defendant agrees to plead guilty to Count One of the Indictment. Count One charges Defendant with conspiracy to unlawfully employ more than ten (10) aliens during any 12-month period in violation of Title 18, United States Code, Section 371. The defendant, by entering this plea, agrees that she is waiving any right to have the facts that the law makes essential to the punishment either charged in the indictment or proved to a jury or judge beyond a reasonable doubt.

Punishment Range

2. The **statutory** maximum penalty for each violation of Title 18, United States Code, Section 371 is imprisonment of not more than five (5) years and a fine of not more than $250,000.00. Additionally, the defendant may receive a term of supervised release after imprisonment of up to three (3) years. Defendant acknowledges and understands that if she should violate the conditions of any period of supervised release which may be imposed as part of

his sentence, then Defendant may be imprisoned for the entire term of supervised release without credit for time already served on the term of supervised release prior to such violation. Title 18, U.S.C. §§ 3559(a)(3) and 3583(e)(3). Defendant understands that she cannot have the imposition or execution of the sentence suspended, nor is he eligible for parole.

Mandatory Special Assessment

3. Pursuant to Title 18, U.S.C. § 3013(a)(2)(A), immediately after sentencing, defendant will pay to the Clerk of the United States District Court a special assessment in the amount of one hundred dollars ($100.00) per count of conviction. The payment will be by cashier's check or money order payable to the Clerk of the United States District Court, c/o District Clerk's Office, P.O. Box 61010, Houston, Texas 77208, Attention: Finance.

Immigration Consequences

4. If the defendant is not a citizen of the United States, a plea of guilty may result in deportation, removal, exclusion from admission to the United States, or the denial of naturalization. A plea of guilty may also result in Defendant being permanently barred from legally entering the United States after being deported, removed, and/or excluded. Defendant's attorney has advised Defendant of the potential immigration consequences resulting from Defendant's plea of guilty.

Cooperation

5. The parties understand this agreement carries the potential for a motion for departure under Section 5K1.1 of the Sentence Guidelines. The defendant understands and agrees that whether such a motion is filed will be determined solely by the United States through the United States Attorney for the Southern District of Texas. Should Defendant's cooperation, in the sole judgment and discretion of the United States, amount to "substantial assistance," the

United States reserves the sole right to file a motion for departure pursuant to Section 5K1.1 of the Sentencing Guidelines and Policy Statement. The defendant further agrees to persist in her plea of guilty through sentencing, fully cooperate with the United States, not oppose the forfeiture of assets contemplated in this agreement. The defendant understands and agrees that the United States will request that sentencing be deferred until that cooperation is complete.

6. Defendant understands and agrees that "fully cooperate" as used herein, includes providing all information relating to any criminal activity known to defendant. The defendant understands that such information includes both state and federal offenses arising therefrom. In that regard:

(a) Defendant agrees that this plea agreement binds only the United States Attorney for the Southern District of Texas and Defendant; it does not bind any other United States Attorney or any other unit of the Department of Justice;

(b) Defendant agrees to testify truthfully as a witness before a grand jury or in any other judicial or administrative proceeding when called upon to do so by the United States. Defendant further agrees to waive her Fifth Amendment privilege against self-incrimination for the purpose of this agreement;

(c) Defendant agrees to voluntarily attend any interviews and conferences as the United States may request;

(d) Defendant agrees to provide truthful, complete and accurate information and testimony and understands any false statements made by Defendant to the Grand Jury or at any court proceeding (criminal or civil), or to a government agent or attorney can and will be prosecuted under the appropriate perjury, false statement or obstruction statutes;

(e) Defendant agrees to provide to the United States all documents in her possession or under her control relating to all areas of inquiry and investigation;

(f) Should the recommended departure, if any, not meet Defendant's expectations, Defendant understands she remains bound by the terms of this agreement and cannot, for that reason alone, withdraw her plea.

Waiver of Appeal

7. Defendant is aware that she has the right to appeal the conviction and sentence under 28 U.S.C. § 1291 and 18 U.S.C. § 3742. Defendant knowingly and voluntarily agrees to waive the right to appeal the conviction and the sentence. Defendant is also aware that 28 U.S.C. § 2255 affords the right to contest or "collaterally attack" a conviction or sentence after the conviction or sentence has become final. Defendant knowingly and voluntarily waives the right to contest her conviction or sentence by means of any post-conviction proceeding.

8. In exchange for this Agreement with the United States, Defendant waives all defenses based on venue, speedy trial under the Constitution and Speedy Trial Act, and the statute of limitations with respect to any prosecution that is not time barred on the date that this Agreement is signed, in the event that (a) Defendant's conviction is later vacated for any reason, (b) Defendant violates any provision of this Agreement, or (c) Defendant's plea is later withdrawn.

9. In agreeing to these waivers, Defendant is aware that a sentence has not yet been determined by the Court. Defendant is also aware that any estimate of the possible sentencing range under the Sentencing Guidelines that she may have received from her counsel, the United States or the Probation Office, is a prediction, not a promise, **did not induce his guilty plea**, and is not binding on the United States, the Probation Office or the Court. The United States does not make any promise or representation concerning what sentence Defendant will receive. Defendant further understands and agrees that the Sentencing Guidelines are effectively advisory to the Court. *United States v. Booker*, 543 U.S. 220 (2005). Accordingly, Defendant understands that although the Court must consult the Sentencing Guidelines and must take them into account when sentencing Defendant, the Court is not bound to follow the Sentencing Guidelines nor sentence Defendant within the calculated guideline range.

10. Defendant understands and agrees that any and all waivers contained in the Agreement are made in exchange for the concessions made by the United States in this plea agreement. **If Defendant instructs his attorney to file a notice of appeal at the time sentence is imposed or at any time thereafter, the United States will seek specific performance of any and all provisions of this Agreement.**

The United States' Agreements

11. The United States agrees to each of the following:

(a) If Defendant pleads guilty to Count One of the indictment and persists in that plea through sentencing, and if the Court accepts this plea agreement, the United States will dismiss the remaining counts pending against Defendant at sentencing.

(b) Should Defendant accept responsibility as contemplated by the Sentencing Guidelines, the United States agrees not to oppose Defendant's anticipated request to the Court that he receive a two (2) level downward adjustment pursuant to U.S.S.G. § 3E1.1(a). If, however, Defendant engages in conduct or otherwise acts in a manner inconsistent with acceptance of responsibility, or if the Pre-Sentence Investigation Report does not make a finding of acceptance of responsibility and does not make a recommendation for a downward adjustment for acceptance of responsibility, the United States is not obligated to recommend or to refrain from opposing a downward adjustment for acceptance of responsibility.

(c) If Defendant qualifies for an adjustment under U.S.S.G. Section 3E1.1(a), the offense level determined prior to the operation of 3E1.1(a) is level 16 or greater. and the defendant has assisted authorities in the investigation or prosecution of his own misconduct by timely notifying authorities of his intention to enter a plea of guilty, thereby permitting the government to avoid preparing for trial and permitting the government and the court to allocate resources efficiently, the United States agrees to request an additional one-level downward adjustment.

(d) The United States agrees to recommend a sentence at the low end of the applicable guideline after the operation of any downward departure.

Agreement Binding - Southern District of Texas Only

12. The United States agrees that it will not further criminally prosecute Defendant in the Southern District of Texas for offenses arising from conduct charged in the indictment. This

plea agreement binds only the United States Attorney's Office for the Southern District of Texas and Defendant. It does not bind any other United States Attorney or any other unit of the Department of Justice. The United States will bring this plea agreement and the full extent of Defendant's cooperation, if any, to the attention of other prosecuting offices if requested.

The United States' Non-Waiver of Appeal

13. The United States reserves the right to carry out its responsibilities under the Sentencing Guidelines. Specifically, the United States reserves the right:

(a) to bring its version of the facts of this case, including its evidence file and any investigative files, to the attention of the Probation Office in connection with that office's preparation of a presentence report;

(b) to set forth or dispute sentencing factors or facts material to sentencing;

(c) to seek resolution of such factors or facts in conference with the defendant's counsel and the Probation Office;

(d) to file a pleading relating to these issues, in accordance with U.S.S.G. Section 6A1.2 and Title 18, U.S.C.§ 3553(a); and

(e) to appeal the sentence imposed or the manner in which it was determined.

Sentence Determination

14. Defendant is aware that her sentence will be imposed after consideration of the Sentencing Guidelines, which are only advisory, as well as the provisions of Title 18, U.S.C. § 3553. Defendant nonetheless acknowledges and agrees that the Court has the authority to impose any sentence up to and including the statutory maximum set for the offense to which Defendant pleads guilty, and that the sentence to be imposed is within the sole discretion of the sentencing judge after the Court has consulted the applicable Sentencing Guidelines. Defendant understands and agrees the parties' positions regarding the application of the Sentencing Guidelines do not bind the Court and that the sentence imposed is within the discretion of the sentencing judge. If the

Court should impose any sentence up to the maximum established by statute, or should the Court order any or all of the sentences imposed to run consecutively, Defendant cannot, for that reason alone, withdraw a guilty plea, and will remain bound to fulfill all of the obligations under this plea agreement.

Defendant's Rights

15. Defendant represents to the Court that she is satisfied that his attorney has rendered effective assistance. Defendant understands that by entering into this agreement, she surrenders certain rights as provided in this plea agreement. Defendant understands that the rights of a defendant include the following:

(a) If Defendant persisted in a plea of not guilty to the charges, Defendant would have the right to a speedy jury trial with the assistance of counsel. The trial could be conducted by a judge sitting without a jury if Defendant, the United States, and the court all agreed.

(b) At a trial, the United States would be required to present witnesses and other evidence against Defendant. Defendant would have the opportunity to confront those witnesses and her attorney would be allowed to cross-examine them. In turn, Defendant could, but would not be required to, present witnesses and other evidence on her own behalf. If the witnesses for Defendant would not appear voluntarily, she could require their attendance through the subpoena power of the court.

(c) At a trial, Defendant could rely on a privilege against self-incrimination and decline to testify, and no inference of guilt could be drawn from such refusal to testify. However, if Defendant desired to do so, she could testify on her own behalf.

Factual Basis for Guilty Plea

16. Defendant is pleading guilty because she is guilty of the charges contained in Count One of the indictment. If this case were to proceed to trial, the United States could prove each element of the offense beyond a reasonable doubt. Defendant understands and agrees that the following facts, among others, would be offered to establish Defendant's guilt:

Mary Louise Flores, hereinafter referred to as **the defendant**, was an on-site supervisor for COMPANY TWO at COMPANY ONE's Afton location.

COMPANY ONE was and is a waste disposal and environmental services company established and headquartered in Houston, Texas. COMPANY ONE maintained a facility on Afton Road in Houston (hereinafter "Afton location"). At the Afton location employees of COMPANY ONE held various positions including, helpers, drivers, commercial route managers, technicians, maintainers, welders, hazardous material experts and landfill gas operators. "Helpers" at COMPANY ONE were employees who rode on the back of waste disposal trucks during trash pick-up routes.

COMPANY TWO was a staffing and payroll services company established in 1999 in North America and headquartered in Houston, Texas.

Ceasar Santiago Arroyo was the district operations manager for COMPANY ONE. Fernando Emmanuel Bustos was an on-site supervisor for COMPANY TWO at COMPANY ONE's Afton location. Israel Arquimides Martinez was the residential operations lead driver for COMPANY ONE. Rudy Alexander Martinez was a commercial route manager for COMPANY ONE.

On July 30, 2008, COMPANY ONE contracted with COMPANY TWO whereby COMPANY TWO would provide part-time employees to COMPANY ONE. The original master contract was for one year with a provision that the contract automatically renew for one year. The contract was renewed annually through 2011. The last contract was executed on November 30, 2011.

Beginning on or about July 30, 2008, and continuing until on or about April 24, 2012, in the Southern District of Texas and elsewhere, **the defendant**, along with Ceasar Santiago Arroyo, Israel Arquimides Martinez, Fernando Emmanuel Bustos and Rudy Alexander Martinez did knowingly combine, conspire, confederate and agree with each other and with others known and unknown to the Grand Jury to commit an offense against the United States, that is to knowingly hire at least ten individuals with actual knowledge that the individuals were aliens who were not authorized to work in the United States. It was the object of the conspiracy to knowingly hire at least ten aliens in a 12-month period as helpers at COMPANY ONE's Afton location. **The defendant** and his conspirators knew were aliens who had illegally entered the United States and were unauthorized to work in the United States.

It was the manner and means of the conspiracy that **the defendant** and her co-conspirators hired manual laborers with little or no regard to the legal status of the workers.

The defendant and her co-conspirators hired aliens who had not received prior official authorization to come to, enter, work and/or reside in the United States (hereafter "undocumented aliens") to work at COMPANY ONE's Afton location. During the course of the conspiracy, the majority of the helper workforce at COMPANY ONE's Afton location were undocumented aliens.

The defendant and her co-conspirators continued to employ undocumented aliens after receiving information, in some cases from the aliens themselves, which would indicate that the person was not authorized to work in the United States. **The defendant** and her co-conspirators encouraged undocumented aliens to obtain false documentation and would sometimes even provide the undocumented aliens with false identifying information and/or documents so that the aliens could continue to remain employed as helpers at COMPANY ONE's Afton location.

The defendant and her co-conspirators encouraged undocumented aliens to use and adopt identities of actual persons who were United States citizens. **The defendant** and her co-conspirators assigned false identities to undocumented aliens and, in some cases, provide undocumented aliens with employment documents related to the false identity the aliens assumed.

The individuals whose identities were assumed did not authorize or even know their identities were being assumed by undocumented aliens at the direction and encouragement of the conspirators. The individuals whose identities were assumed were often former employees of COMPANY ONE or COMPANY TWO, or individuals who had applied for employment at COMPANY ONE or COMPANY TWO but were never hired. Their information was stolen from documentation and records they executed in connection with their application for employment. **The defendant** and her co-conspirators would enter these individuals' information into the payroll system and the undocumented alien would receive a paycheck for their work under the other individual's name.

On or around January 31, 2012, **the defendant's** co-conspirators "fired" at least ten helpers known to be unauthorized aliens purportedly because the aliens failed to supply documentation establishing they were legally present and authorized to work in the United States. During the "termination" of the aliens, **the defendant** and her co-conspirators informed and encouraged unauthorized aliens to assume the identity of United States citizens or individuals who had legal status to reside and work in the United States. During the "termination" of these aliens, **the defendant** and her co-conspirators informed undocumented aliens they could come back to work if they got "good papers" belonging to other individuals.

Following the "termination" of these undocumented aliens, **the defendant** and her co-conspirators assigned false identities to certain aliens and assisted said aliens in obtaining related identifiers to use for employment and payroll purposes. **The defendant** and her co-conspirators then "rehired" at least ten aliens under their assumed identities within three (3) months.

In furtherance of the conspiracy and to effect its objects, **the defendant** completed the following overt act:

The defendant assigned Inmer Edilberto Guzman-Ventura the identity of Antonio Alcaraz whose name Guzman-Ventura worked under after he was "fired" on or around January 31, 2012. Thereafter, Guzman-Ventura worked under the name "Antonio Alcaraz" and received payroll checks under that name.

Breach of Plea Agreement

17. If Defendant should fail in any way to fulfill completely all of the obligations under this plea agreement, the United States will be released from its obligations under the plea agreement, and Defendant's plea and sentence will stand. Defendant agrees that she breaches the plea agreement if she knowingly withholds evidence, or if he is not completely truthful with the United States. In that event, the United States may move the Court to set aside the guilty plea and reinstate prosecution. Furthermore, any and all information and documents that have been disclosed by Defendant, whether prior to or subsequent to this plea agreement, and all leads derived therefrom, will be used against Defendant in any prosecution.

Fines

18. Defendant understands that under the Sentencing Guidelines, the Court may order Defendant to pay a fine. Defendant agrees that any fine imposed by the Court will be due and payable immediately, and Defendant will not attempt to avoid or delay payment. Defendant waives the right to challenge the fine in any manner, including by direct appeal or in a collateral proceeding.

Complete Agreement

19. This written plea agreement, consisting of 13 pages, including the attached addendum of Defendant and her attorney, constitutes the complete plea agreement between the United States, Defendant and her counsel. No promises or representations have been made by the United States except as set forth in writing in this plea agreement. Defendant acknowledges that no threats have been made against her and that she is pleading guilty freely and voluntarily because he is guilty.

20. Any modification of this plea agreement must be in writing and signed by all parties.

Filed at Houston, Texas, on August 21st, ~~2014~~. 2015

MARY LOUISE FLORES
Defendant

Subscribed and sworn to before me on August 21st, ~~2014.~~ 2015

DAVID J. BRADLEY
UNITED STATES DISTRICT CLERK

By: ______________________
Deputy United States District Clerk

APPROVED:
KENNETH MAGIDSON

UNITED STATES ATTORNEY
SOUTHERN DISTRICT OF TEXAS

By: ______________________
Casey N. MacDonald
Assistant United States Attorney

____
L. Jeth Jones, II
Attorney for ~~Israel Arquimides Martinez~~ Mary Flores

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PLEA AGREEMENT - ADDENDUM

I have fully explained to Defendant her rights with respect to the pending indictment. I have reviewed the provisions of the Sentencing Guidelines, and I have fully and carefully explained to Defendant the provisions of those Guidelines which may apply in this case. I have also explained to Defendant that the Sentencing Guidelines are only advisory and the court may sentence Defendant up to the maximum allowed by statute per count of conviction. Further, I have carefully reviewed every part of this plea agreement with Defendant. To my knowledge, Defendant's decision to enter into this agreement is an informed and voluntary one.

L. Jeth Jones, II
Attorney for Defendant

8/21/15
Date

I have consulted with my attorney and fully understand all my rights with respect to the indictment pending against me. My attorney has fully explained and I understand all my rights with respect to the provisions of the Sentencing Guidelines which may apply in my case. I have read and carefully reviewed every part of this plea agreement with my attorney. I understand this agreement, and I voluntarily agree to its terms.

MARY LOUISE FLORES
Defendant

8/21/15
Date